

REMARKS

Claims 1 through 20 are pending, and rejected, in this case. Claims 1, 3, and 5 are herein amended. Claim 7 is canceled. Claim 21 is new.

Claim Rejections – 35 USC § 102

Claim 1 has been rejected as being anticipated by Burch '586. With the amendment to claim 1, the Applicant believes the claimed invention is no longer anticipated by Burch '586. Claim 1 includes a nozzle secured to the housing guard that directs the flow of the chemical agent against the bottom surface of the housing guard for the purpose of decontaminating the bottom surface. Burch '586 does not disclose such a nozzle. Therefore, the Applicant respectfully requests the rejection be removed.

Claim Rejections – 35 USC § 103

Claims 2-20 have been rejected as being unpatentable over Grote et al. '308 in view of Burch '586. The Applicant respectfully traverses the Examiner's rejection of claims 2-20.

Regarding claims 2-5 and 21, the Applicant believes said claims are allowable in light of the current amendments to claims 1 and 3. Neither Grote et al. '308 nor Burch '586, alone or together, disclose, suggest, or render obvious the inclusion of a nozzle that directs flow of the chemical agent against the housing guard. Therefore, the Applicant respectfully requests the rejections be removed.


Regarding claim 6, the Applicant believes the invention as originally stated in said claim is allowable over the combination of Grote et al. '308 and Burch '586. Neither, alone or together, disclose or suggest the inclusion of a nozzle that directs flow of the chemical agent against the housing guard, for the purpose of decontaminating the housing guard. Further, no argument has been presented by the Examiner stating the combination of Grote et al. '308 and Burch '586 renders the inclusion of the same nozzle obvious. Therefore, the Applicant respectfully requests the rejections be removed.

Regarding claims 8-20, the Applicant believes the inventions as originally stated in said claims are allowable over the combination of Grote et al. '308 and Burch '586. Neither discuss nor suggest the inventive shredder disclosed in the above-referenced claims. Further, no argument has been presented by the Examiner stating that the combination of Grote et al. '308 and Burch '586 renders claims 8-20 obvious. The Examiner only states that the shredder can be broadly interpreted as a lawn mower.

The Applicant believes that a shredder cannot be broadly interpreted as a lawn mower. A shredder does not translate or travel over the matter being shred during the shredding process. Instead, matter is brought to the stationary shredder, whose only travels are relocating to other shredding locations. A shredder does not leave a portion of the matter being shred intact in its original position, nor does it travel over the same intact portion, which creates additional decontamination issues. A shredder has to shred larger and denser matter, and consequently must be designed to handle the higher stress levels. A shredder does not simply cut shredded matter once, like a lawn mower, but rather cuts multiple times or otherwise tears apart the matter. Further, because a shredder is different than a lawn mower, the means of decontamination of matter in each is different. Decontamination of cut lawn requires both the decontamination of the remaining lawn and the separated or cut lawn, since treatment of the remaining lawn is difficult prior to cutting. There are two reasons for this. First, the actual cut needs treatment, which is non-existent prior to cutting. Second, and more importantly, it is difficult to penetrate the uncut lawn to reach the lower lawn portion, of which becomes exposed after cutting. Decontamination of shredded matter only requires the decontamination of the shredded matter, which leaves the shredder as a single collection. Finally, the Applicant respectfully believes such a broad interpretation cannot exist because it would include many other devices that function to shred or cut different matter, which thereby creates a vacuum that inherently effectuates a discharge chute. Although similar decontamination may be practiced in any of these loosely-related devices, it cannot be said that any of the devices are a lawn mower, including the shredder. Therefore, the Applicant respectfully requests the rejections be removed.

In view of the above, it is respectfully submitted that claims 1 through 21 are in condition for allowance. Reconsideration of the rejections is requested and allowance of the claims is solicited.

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